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proportion to their subscriptions, irrespective of date. *In re British Red Cross Balkan Fund*, [1914] 2 Ch. 419.

For a discussion of the principles involved, with particular reference to the bearing of the rule in *Clayton's Case* on the question, see NOTES, p. 193.

WAR — PRIZE — CAPTURE: RIGHTS OF NEUTRAL MORTGAGEES AND SHAREHOLDERS. — In a suit for the condemnation of a German steamship captured while flying the German flag by a British warship, claims were presented by neutral mortgagees and by British and neutral shareholders in the German company which owned the vessel. *Held*, that these claims will not be recognized. *The Marie Glaeser*, 137 L. T. J. 468, 49 L. J. 545 (Prize Court).

In time of war a vessel is often regarded as having a character distinct from that of its owners. Thus, under the Anglo-American doctrine which for purposes of maritime capture makes trade domicile in war rather than political nationality the test of enemy character, the ships of a citizen engaged in trade in enemy country, and *a fortiori* when the enterprise is incorporated there, are treated as enemy ships. *The Friendschaft*, 4 Wheat. (U. S.) 105. See *The Portland*, 3 C. Rob. 41, 42, 44; 2 WESTLAKE, INTERNATIONAL LAW, 2 ed., p. 164. Even where this trade domicile in war is not recognized, an increasing tendency to emphasize the nationality of the flag carried produces a like result through the personification of the vessel itself. See 2 WESTLAKE, INTERNATIONAL LAW, 2 ed., p. 169. The flag's lawful use is symbolical of a definite commitment to the protection of one nation. If such protection fails, the political character of its owner is rightly of no avail. *The Dankebaar Afrikaan*, 1 C. Rob. 107. In the principal case, therefore, the shareholders must lose on any theory. The rights of the mortgagees are also properly disregarded, as are the claims of all lienholders, for however slight may be their power to determine the vessel's flag, they have accepted it and enlisted its protection. *The Hampton*, 5 Wall. (U. S.) 372; *The Battle*, 6 Wall. (U. S.) 498; *The Nigretia*, Takahashi, International Law, p. 551; *The Tobago*, 5 C. Rob. 218. Possibly the most fundamental explanation of all is the vital policy against having a prospective prize snatched away because of an unsuspected lien. For otherwise there would be a dearth of captures.

WILLS — EXECUTION — ATTESTATION: WHAT IS ATTESTED UNDER STATUTE OF FRAUDS. — The testator, after signing the instrument, presented it to the attesting witnesses as his will, but kept it so folded that they had no opportunity to see his signature. The Massachusetts statute was similar to the Statute of Frauds, and provided that a will must be signed by the testator and "attested and subscribed in his presence by three or more competent witnesses." *Held*, that the will is not properly attested. *Nunn v. Ehlert*, 106 N. E. 163 (Mass.).

This decision settles the Massachusetts law in accord with a *dictum* delivered by Mr. Justice Gray. See *Chase v. Kittredge*, 11 All. (Mass.) 49, 63. Most authorities, however, in jurisdictions where statutes similar to the Statute of Frauds govern testamentary disposition, have reached the opposite result, on the ground that the statute does not require that the signature of the testator be attested, but merely that the will be attested as the testator's act. *Ellis v. Smith*, 1 Ves. Jr. 11; *White v. Trustees of the British Museum*, 6 Bing. 310; *Dougherty v. Crandall*, 168 Mich. 281, 134 N. W. 24. Under the Wills Act it is required that the signature be "made or acknowledged by the testator in the presence of two or more witnesses." 1 Vict. c. 26, § 9. With such a provision it seems clear that the signature must be attested, and accordingly it has been held that if the witnesses have no opportunity to see the signature, as for example, if it is covered by a blotter, the instrument is not properly executed. *In the Goods of Gunstan*, 7 P. D. 102. Cf. *Daintree v.*